

EXHIBIT A

(Customer Claim)

STROOCK

7001 0320 0005 2737 6111

Via Certified Mail
Return Receipt Requested

June 25, 2009

Danielle Alfonzo Walsman
Direct Dial 212-806-5607
Direct Fax 212-806-2607
dwalsman@stroock.com

Irving H. Picard, Esq.
Trustee for Bernard L. Madoff Investment
Securities LLC
Claims Processing Center
2100 McKinney Avenue, Suite 800
Dallas, TX 75201

Re: Lemtag Associates Acct No. 1-CM214

Dear Mr. Picard:

We are counsel to Lemtag Associates. Please see the attached Customer Claim form with attachments for Account No. 1-CM214.

If you have any questions, please feel free to call me.

Very truly yours,



Danielle Alfonzo Walsman

Enclosures

CUSTOMER CLAIM

Claim Number _____

Date Received _____

BERNARD L. MADOFF INVESTMENT SECURITIES LLC

In Liquidation

DECEMBER 11, 2008

(Please print or type)

Name of Customer: Lemtag Associates
Mailing Address: 16858 River Birch Circle
City: Delray Beach State: FL Zip: 33445
Account No.: 1-CM214
Taxpayer I.D. Number (Social Security No.): 65-0439942

NOTE: BEFORE COMPLETING THIS CLAIM FORM, BE SURE TO READ CAREFULLY THE ACCOMPANYING INSTRUCTION SHEET. A SEPARATE CLAIM FORM SHOULD BE FILED FOR EACH ACCOUNT AND, TO RECEIVE THE FULL PROTECTION AFFORDED UNDER SIPA, ALL CUSTOMER CLAIMS MUST BE RECEIVED BY THE TRUSTEE ON OR BEFORE March 4, 2009. CLAIMS RECEIVED AFTER THAT DATE, BUT ON OR BEFORE July 2, 2009, WILL BE SUBJECT TO DELAYED PROCESSING AND TO BEING SATISFIED ON TERMS LESS FAVORABLE TO THE CLAIMANT. PLEASE SEND YOUR CLAIM FORM BY CERTIFIED MAIL - RETURN RECEIPT REQUESTED.

1. Claim for money balances as of December 11, 2008:

- a. The Broker owes me a Credit (Cr.) Balance of \$ 0
- b. I owe the Broker a Debit (Dr.) Balance of \$ 0
- c. If you wish to repay the Debit Balance,
please insert the amount you wish to repay and
attach a check payable to "Irving H. Picard, Esq.,
Trustee for Bernard L. Madoff Investment Securities LLC."
If you wish to make a payment, it must be enclosed
with this claim form. \$ _____
- d. If balance is zero, insert "None." None

2. Claim for securities as of December 11, 2008:

PLEASE DO NOT CLAIM ANY SECURITIES YOU HAVE IN YOUR POSSESSION.

- | | <u>YES</u> | <u>NO</u> |
|---|------------|-----------|
| a. The Broker owes me securities | <u>X</u> | |
| b. I owe the Broker securities | | <u>X</u> |
| c. If yes to either, please list below: | | |

Date of Transaction (trade date)	Name of Security	Number of Shares or Face Amount of Bonds	
		The Broker Owes Me (Long)	I Owe the Broker (Short)
<u>Please see attached statement dated 11/30/08</u>		<u>\$31,803,579.75</u>	
<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>

Proper documentation can speed the review, allowance and satisfaction of your claim and shorten the time required to deliver your securities and cash to you. Please enclose, if possible, copies of your last account statement and purchase or sale confirmations and checks which relate to the securities or cash you claim, and any other documentation, such as correspondence, which you believe will be of assistance in processing your claim. In particular, you should provide all documentation (such as cancelled checks, receipts from the Debtor, proof of wire transfers, etc.) of your deposits of cash or securities with the Debtor from as far back as you have documentation. You should also provide all documentation or information regarding any withdrawals you have ever made or payments received from the Debtor.

Please explain any differences between the securities or cash claimed and the cash balance and securities positions on your last account statement. If, at any time, you complained in writing about the handling of your account to any person or entity or regulatory authority, and the complaint relates to the cash and/or securities that you are now seeking, please be sure to provide with your claim copies of the complaint and all related correspondence, as well as copies of any replies that you received.

PLEASE CHECK THE APPROPRIATE ANSWER FOR ITEMS 3 THROUGH 9.

NOTE: IF "YES" IS MARKED ON ANY ITEM, PROVIDE A DETAILED EXPLANATION ON A SIGNED ATTACHMENT. IF SUFFICIENT DETAILS ARE NOT PROVIDED, THIS CLAIM FORM WILL BE RETURNED FOR YOUR COMPLETION.

- | | <u>YES</u> | <u>NO</u> |
|---|------------|-----------|
| 3. Has there been any change in your account since December 11, 2008? If so, please explain. | _____ | <u>X</u> |
| 4. Are you or were you a director, officer, partner, shareholder, lender to or capital contributor of the broker? | _____ | <u>X</u> |
| 5. Are or were you a person who, directly or indirectly and through agreement or otherwise, exercised or had the power to exercise a controlling influence over the management or policies of the broker? | _____ | <u>X</u> |
| 6. Are you related to, or do you have any business venture with, any of the persons specified in "4" above, or any employee or other person associated in any way with the broker? If so, give name(s) | _____ | <u>X</u> |
| 7. Is this claim being filed by or on behalf of a broker or dealer or a bank? If so, provide documentation with respect to each public customer on whose behalf you are claiming. | _____ | <u>X</u> |
| 8. Have you ever given any discretionary authority to any person to execute securities transactions with or through the broker on your behalf? Give names, addresses and phone numbers. | _____ | <u>X</u> |
| 9. Have you or any member of your family ever filed a claim under the Securities Investor Protection Act of 1970? If so, give name of that broker. | _____ | <u>X</u> |

Please list the full name and address of anyone assisting you in the preparation of this claim form: Stroock & Stroock & Lavan LLP
180 Maiden Lane, New York, NY 10038
Attn: Danielle Alfonzo Walsman

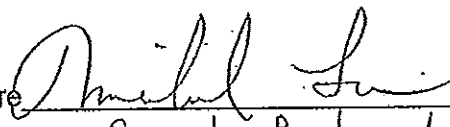
9. Have you or any member of your family ever filed a claim under the Securities Investor Protection Act of 1970? If so, give name of that broker. _____

Please list the full name and address of anyone assisting you in the preparation of this claim form: _____

If you cannot compute the amount of your claim, you may file an estimated claim. In that case, please indicate your claim is an estimated claim.

IT IS A VIOLATION OF FEDERAL LAW TO FILE A FRAUDULENT CLAIM. CONVICTION CAN RESULT IN A FINE OF NOT MORE THAN \$50,000 OR IMPRISONMENT FOR NOT MORE THAN FIVE YEARS OR BOTH.

THE FOREGOING CLAIM IS TRUE AND ACCURATE TO THE BEST OF MY INFORMATION AND BELIEF.

Date 6/18/09 Signature 
General Partner Lemtag Assoc. LLLP
Date _____ Signature _____

(If ownership of the account is shared, all must sign above. Give each owner's name, address, phone number, and extent of ownership on a signed separate sheet. If other than a personal account, e.g., corporate, trustee, custodian, etc., also state your capacity and authority. Please supply the trust agreement or other proof of authority.)

This customer claim form must be completed and mailed promptly, together with supporting documentation, etc. to:

Irving H. Picard, Esq.,
Trustee for Bernard L. Madoff Investment Securities LLC
Claims Processing Center
2100 McKinney Ave., Suite 800
Dallas, TX 75201

**RESTATED AND AMENDED PARTNERSHIP AGREEMENT
OF LEMTAG ASSOCIATES LLLP**

February 28, 2004

THIS RESTATED AND AMENDED PARTNERSHIP AGREEMENT (this "Agreement") of LEMTAG ASSOCIATES LLLP (the "Partnership"), is entered into by and among the undersigned Partners, constituting all of the current Partners of the Partnership (each party hereinafter sometimes referred to individually as a "Partner" and collectively as the "Partners") intending to be effective as of February 28, 2004.

WITNESSETH

WHEREAS, on or about April 1, 1993, Abner Levine and Mildred Levine as Trustees under agreement dated 5/30/91 (the "Levine Trust"), Abner Levine as Trustee FBO Michael Levine, Elsee Industries, Inc., GrandTrust Partners and the Abner Levine and Mildred Levine Insurance Trust (collectively, the "Original Partners") entered into a partnership agreement (the "Original Partnership Agreement") beginning on May 1, 1993 and setting forth matters relating to the management, business and administration of the Partnership;

WHEREAS, from time to time additional partners have been admitted to the Partnership in accordance with the terms and conditions of the Original Partnership Agreement and the parties hereto constitute all of the current Partners of the Partnership;

WHEREAS, the Partners wish to convert the Partnership into a limited liability limited partnership under the laws of the State of Florida and to restate and amend the original Partnership Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Partners hereby amend and restate the Partnership Agreement in its entirety as follows:

**SECTION 1. CONVERSION TO LIMITED LIABILITY
LIMITED PARTNERSHIP**

The Partners hereby consent and approve the conversion of the Partnership into a limited liability limited partnership under the laws of Florida. The Partnership shall file a Certificate of Limited Partnership and a Statement of Qualification, both in the form approved by the General Partner, as defined herein. As a result of the conversion, all of the property of the Partnership shall continue to be owned by the Partnership pursuant to Florida Statutes Section 620.8904 as a limited liability limited partnership.

SECTION 2. NAME

The Partnership's name shall be Lemtag Associates LLLP.

SECTION 3. PLACE OF BUSINESS AND REGISTERED AGENT

The Partnership's registered office shall be its principal place of business, which is c/o Abner Levine, 16858 River Birch Circle, Delray Beach, Florida 33445. The General Partner may from time to time change the Partnership's principal place of business and registered office. Abner Levine shall be the Partnership's registered agent. The registered agent's business address is and shall be within the State of Florida.

SECTION 4. BUSINESS

The purpose of the Partnership is to purchase, sell, invest or otherwise deal in stocks, bonds and other securities and similar interests of any kind, including options, futures, hedge funds and derivatives; and to transact or engage in any other business that may be conducted in partnership form and to do any and all things necessary or incident to such business.

SECTION 5. TERM

The Partnership began on May 1, 1993 and shall continue until April 30, 2043 or unless sooner terminated as provided for in this Agreement. The Partnership may be continued beyond its scheduled termination date by an affirmative vote of the Partners holding a majority of the Partnership Interests.

SECTION 6. CAPITAL AND PARTNERSHIP INTERESTS

6.1 Partner Names and Addresses, Partnership Interests. Each Partner owns that share of the total Partnership Capital in proportion to his, her, or its Partnership Interest, as such interest shall be determined and redetermined from time to time as provided herein. At the time of this Restatement, the names of the Partners and their respective Partnership Interests at the time of this Restatement are set forth on Schedule A hereto. Each Partner's Partnership Interest shall be equal to such Partner's allocable percentage interest in the total capital of the Partnership as such capital shall be adjusted from time to time to reflect contributions and withdrawals from the Partnership, allocations of profits and losses and such other matters as the General Partner determines necessary and proper for the determination of Partnership Interests. The General Partner shall periodically redetermine each Partner's Partnership Interests to reflect such items; provided, however, that the General Partner shall not be required to redetermine Partnership Interests more frequently than quarterly. Except as expressly provided in this Agreement, no Partner has any right to withdraw his or her capital account or contribution, except upon termination and liquidation of the Partnership and no interest shall be paid on any capital contributed to the Partnership, except as otherwise provided of this Agreement.

6.2 Partnership Withdrawals and Determination of Partnership Interests. From time to time the General Partner may permit Partners to withdraw all or any portion

of such Partner's capital account. Unless otherwise determined by the General Partner, each withdrawal shall be charged to and credited against each withdrawing Partner's capital account as of the end of the quarter in which such withdrawal is permitted.

6.3 Maintenance of Capital Accounts. A separate capital account ("Capital Account") shall be maintained for each Partner which shall be maintained in accordance with applicable Treasury Regulations, including but not limited to the requirements of Treas. Reg. Section 1.704, and each such capital account shall be credited for each such Partner with such Partner's (i) capital contributions and (ii) share of all Partnership profits, income and revenues as allocated under this Agreement, and shall be debited with such Partner's (iii) share of all costs, expenses, and losses of the Partnership as allocated under this Agreement and (iv) the amount of any distributions made to such Partner. Except as otherwise provided in this Agreement, whenever it is necessary to determine the Capital Account of any Partner for any purpose under this Agreement, the Capital Account of such Partner shall be determined after giving effect to all adjustments provided for in this Agreement for the current fiscal year of the Partnership in respect of transactions effected prior to the date such determination is to be made. Unless otherwise required by applicable Treasury Regulations or the Code, the General Partner shall not be required to redetermine Capital Accounts more often than quarterly.

6.4 Additions. No Partner will be required to make any additional capital contributions without his, her, or its consent.

6.5 Revaluation of Partnership Property. Upon (a) the acquisition of an additional Partnership Interest in the Partnership by any new or existing Partner in exchange for more than a de minimis capital contribution; (b) the making of any additional capital contributions or partial withdrawals by a Partner which changes the Partner's Partnership Interest in the Partnership (other than a de minimis amount) or (c) immediately before liquidation of the Partnership, all the property of the Partnership shall be revalued at its fair market value as determined by the General Partner, in its sole but reasonable judgment, and the Partners' respective capital accounts shall be adjusted to reflect the manner in which the unrealized income, gain, loss or deduction inherent in such property (that has not been reflected in adjustments to the Partners' capital accounts previously) would be allocated among the Partners if the property were sold at its fair market value on the valuation date; provided, however, that adjustments pursuant to clauses (a) and (b) above shall be made only if the General Partner reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Partners in the Partnership and further provided that unless otherwise required by applicable Treasury Regulations or the Code, the General Partner shall not be required to undertake a revaluation or adjust partner capital accounts more often than quarterly.

SECTION 7. PROFITS, LOSSES AND DISTRIBUTIONS

7.1 Profits and Losses. The Partnership's net profits and losses shall be computed in accordance with the cash-method of accounting consistently applied. The Partnership's net profits and losses shall be allocated proportionately among the Partners according to their Partnership Interests. In the case of any changes in Partnership Interests during a year, the General Partner may allocate profits and losses on a quarterly, or more frequently, basis as it shall reasonably determine. The General Partner may make such other reasonable adjustments to accurately reflect the allocation of profits and losses during a year as the General Partner deems fair or reasonable to take into account varying Partnership Interests during the year; provided, always however, that such adjustments shall be subject to the requirements of Treas. Reg. Section 1.704.

7.2 Distributions. The General Partner may make distributions to the Partners at such time and on such events and in such amounts as the General Partner deems in the best interest of the Partnership. Distributions may be proportionate or disproportionate amongst the Partners as the General Partner shall determine; provided, however, that any disproportionate distributions shall be reflected in the next quarterly revaluation and redetermination of Partnership Interests.

SECTION 8. MANAGEMENT AND OPERATIONS

8.1 Management and Designation of General Partner. The overall management and control of the business and affairs of the Partnership shall be vested exclusively in the General Partner. The General Partner is vested with all rights and powers generally conferred by law and the provisions of this Agreement and which are necessary, advisable or consistent in connection with the management of the Partnership's business. Michael Levine is hereby designated as the General Partner. The General Partner is expressly authorized to designate, appoint or admit a successor general partner to serve as its successor upon the resignation, termination or inability of the General Partner to continue to serve as the general partner of the Partnership. Such designation and appointment of a successor general partner shall be in writing and signed by the General Partner and any successor general partner shall have all of the rights and powers of the General Partner as provided herein.

8.2 Limited Partners. The Limited Partners (other than a Limited Partner which is also a General Partner) shall take no part in and have no vote respecting the Partnership's management and operation, and shall not participate in the control of the Partnership's business.

8.3 General Partner Powers. The General Partner has the full and exclusive power on the Partnership's behalf, in its name, to manage, control, administer and operate its business and affairs and to do or cause to be done anything it deems necessary or appropriate for the Partnership's business, including (but not limited to) the power and authority to: (1) sell real or personal property (both tangible and intangible); (2) buy, lease, or otherwise acquire real or personal property; (3) borrow money; (4) issue

promissory notes and other debt instruments (negotiable or nonnegotiable), in any amounts and secured by any encumbrance on all or any part of the Partnership's assets; (5) assign any debts owing to the Partnership; (6) engage in any other means of financing; (7) enter into any agreement for sharing of profits and joint venture with any person or entity; (8) manage, administer, conserve, improve, develop, operate, lease, utilize, and defend the Partnerships assets, directly or through third parties; (9) execute any type of agreement or instrument in connection with any other Partnership power; (10) employ all types of agents and employees (including lawyers and accountants), and delegate to such agents such powers and authorities as the General Partner deems appropriate; (11) buy or otherwise obtain the use of any type of equipment or other property that may be convenient or advisable in connection with any Partnership business; (12) incur any reasonable expense for travel, telephone, telegraph, insurance, taxes, and such other things, in carrying on the Partnership's business; (13) sue and be sued, complain and defend in the Partnership's name and on its behalf; and (14) quitclaim, release or abandon any Partnership assets with or without consideration.

8.4 Expenses. Upon request of the General Partner and in the General Partner's sole discretion, all reasonable expenses incurred by the General Partner in managing and conducting the Partnership's business, including (but not limited to) overhead, administrative and travel expenses, and professional, technical, administrative, and other services, will be reimbursed by the Partnership.

8.5 Meetings. The General Partner or any Partners owning more than ten percent (10%) of the Partnership Interests may request the holding of annual meeting of the Partners. In such case, the annual meeting shall be held at such time as determined by the General Partner at the office of the Partnership or at such other location as may be determined by the General Partner with the consent of holders of fifty-one percent (51%) of the Partnership Interests. The annual meeting shall be for the transaction of such business as may come before the meeting. Special meetings of the Partners, unless otherwise prescribed by statute, may be called only by the General Partner. Written, electronic mail, facsimile or telephonic notice stating the place, day and hour of any meeting shall be delivered to all Partners not less than two (2) days nor more than thirty (30) days before the date of the meeting, either personally or by mail to each Member of record. Partners entitled to participate at a meeting may participate by means of conference telephone or similar communication if all persons participating in such meeting can hear one another for the entire discussion of the matter(s) to be voted upon. Participating in a meeting pursuant to the foregoing sentence shall constitute presence in person at such meeting. Partners may waive notice of a meeting before or after the date and time specified in the written notice of the meeting. Attendance of a person at a meeting shall constitute a waiver of notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting the business at the meeting. Actions required or permitted to be taken at a Partnership meeting may be taken without a meeting if the action is reduced to writing and is approved and signed by the General Partner and holders of fifty-one percent (51%) of the Partnership Interests entitled to vote on the action.

8.6 Tax Matters Partner. The General Partner shall be the tax matters partner and, as such, shall be solely responsible for representing the Partnership in all dealings with the Internal Revenue Service and any state, local, and foreign tax authorities; it shall keep the other Partners reasonably informed of any Partnership dealings with any tax agency.

SECTION 9. BOOKS AND RECORDS, BANK ACCOUNTS

The Partnership's books and records will be kept on the cash method of accounting and shall reflect all Partnership transaction and be appropriate and adequate for all Partnership business. The Partnership books shall also be kept on a fiscal year ending December 31. The Partnership's records shall be maintained at its principal place of business. Within a reasonable period after the close of each fiscal year, the General Partner, at the Partnership's expense, will give a written report to each other Partner indicating such Partner's share of the Partnership income, which requirement maybe satisfied by giving each Partner a copy of any tax form which includes such information. All Partnership funds will be deposited in its name in such accounts as the General Partner designates.

SECTION 10. TAX ELECTIONS

If a Partnership Interest is transferred, a Partner dies, or Partnership assets are distributed to a Partner, the General Partner may, in its discretion, cause the Partnership to elect to cause the Partnerships to make the Internal Revenue Code §754 election to cause the Partnership's assets to be adjusted for federal income tax purposes under appropriate provisions of the federal income tax laws. In addition, if a Partnership Interest, or any part thereof, is sold or otherwise transferred, the Capital Account of the transferee with respect to such interest shall be the same as the Capital Account of the transferor at the time of transfer, adjusted to reflect any Profit or Loss allocated to the transferee in accordance with Section 7.

SECTION 11. TRANSFER OF PARTNERSHIP INTERESTS

The Partners do not want any Partnership Interests to be made generally available to persons other than the present Partners and their families. Therefore, the Partners agree that no Partner will Transfer any portion of his Partnership Interests except in accordance with the terms of this Agreement or with the written consent of the General Partner. No attempted Transfer not in accordance with the terms of this Agreement shall be reflected on the Partnership's books. For purposes of this Agreement, the term "Transfer" shall include any sale, exchange, transfer, gift, encumbrance, assignment, pledge, mortgage or other hypothecation or other disposition, whether voluntary or involuntary.

11.1 Permitted Transfers. Any Transfer of any Partnership Interests not otherwise prohibited by this Agreement may be made to the following persons: (i) to any Partner; (ii) to any family member, family trust, family partnership or other similar entity

created by a Partner; (iii) by gift or by intestate succession or testamentary disposition upon the death of a Partner; (iv) to any person or entity controlled by, controlling, or under common control with, the transferring Partner; or (v) to any person approved, in writing, by the General Partner or by a majority of the Partners (determined by Partnership Interests and not number of Partners). The disposition or transfer of any Partnership Interest held by any entity shall itself be deemed to be a Transfer of the underlying Partnership Interests subject to this Section.

11.2 Transfers by Gift or Death. If a Partner makes a Transfer all or any portion of his or her Partnership Interest by gift, or if a Partnership Interest is transferred by reason of the death of a Partner, the name of the person receiving such Partnership Interest shall be added to Schedule A as a Partner. In the case of a gift, the Partner making such a gift must notify the General Partner of the Transfer. In the case of the death of a Partner, the personal representative or executor of the estate of a deceased Partner shall notify the General Partner of the proposed Transferee which notice shall include the date of the proposed Transfer and the interest in the Partnership being transferred.

11.3 Effect of Non-Permitted Transfer. (i) Any attempt to Transfer an interest in the Partnership other than as permitted under this Section, shall be invalid and will not be reflected on the Partnership's books. In the event a Transfer of an interest in the Partnership to persons other than a Permitted Transferee takes place by court order or otherwise by operation of law notwithstanding the prohibitions contained in this Agreement, the Partnership and the non-transferring Partners shall have the right to repurchase the Transferred Partnership Interest from the non-permitted transferee (the "Seller") at a purchase price equal to the fair market value of such interest. Fair market value for this purpose shall mean the price at which the Transferred Partnership interest would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or to sell, and both having reasonable knowledge of relevant facts, including, but not limited to, all facts relevant for determining under Section 2031 and Section 2512 of the Internal Revenue Code the fair market value of closely held limited partnership interests that may not be withdrawn before the end of the term of the partnership. The determination of fair market value shall be made by the Partnership's regularly employed certified public accountants, if such firm regularly prepares valuation reports for partnership or other similar business interests, or a third party appraiser selected by the General Partner. Absent manifest error, the determination by the Partnership's CPA and/or appraiser shall be final and binding.

(ii) The right to purchase hereunder shall commence upon the date notice of the non-permitted Transfer is given to the Partnership and the Partners and shall end, with respect to the Partnership, one hundred twenty (120) days thereafter, and with respect to the non-transferring Partners, one hundred eighty (180) days thereafter (the "Option Period"). In the event that the Partnership has not exercised its option to purchase the Transferred Partnership Interest, the remaining Partners may purchase the Transferred Partnership Interest in proportion to their respective interests in the Partnership or as they otherwise agree amongst themselves. The Partnership or the remaining Partners, as the

case may be, shall notify the Seller of their intention to purchase such interest within the Option Period. Closing of such purchase shall occur within sixty (60) days of the notice to the Seller of the exercise of the Option.

(iii) The purchase price for the Transferred Interest shall, at the option of the Partnership or each purchasing Partner, as the case may be, be payable in either cash or by promissory note payable in one hundred twenty (120) equal monthly installments with interest at the applicable federal rate. In the event any purchaser elects to pay the purchase price in installments, such obligation shall be evidenced by a promissory note in form and content as the parties shall agree or, if they shall be unable to agree, as the General Partner shall approve.

11.4 Death of Limited Partner. A Limited Partner's death, adjudication of insanity or incompetence will not dissolve the Partnership. Rather, the executors or administrators of the estate of the deceased Limited Partner, or the committee or other legal representatives of the estate of the insane or incompetent Limited Partner, will have the same rights (subject to the same limitations) as the deceased, insane or incompetent Limited Partner, and shall be subject to the provisions of Section 11 subject to assigning the interest of the deceased, insane or incompetent Limited Partner.

SECTION 12. AMENDMENTS

This Agreement may be amended only with the consent of the General Partner and the holders of two-thirds (2/3rds) of the Limited Partnership Interests, if the amendment would change the Limited Partners' required contributions, rights and interests in Partnership profits or losses, rights on liquidation of the Partnership, payments of cash flow, income tax allocations or the requisite vote needed to expel a Partner. Except for the items specifically excluded above in this Section 12, any other provision of this Agreement may be amended by the General Partner provided that such amendment is in writing and signed by the General Partner.

SECTION 13. ADMISSION AND EXPULSION OF LIMITED PARTNERS

13.1 Admission. From time to time the General Partner may admit additional Limited Partners, provided that such person agree in writing in a form satisfactory to the General Partner, to be bound by this Agreement.

13.2 Expulsion. A Limited Partner may be expelled from the Partnership on the decision of the General Partner and a majority of the Limited Partners. Upon such expulsion, the Partnership shall be required to pay to such Partner an amount equal to such Partner's capital account balance.

SECTION 14. DISSOLUTION

14.1 Causes. The Partnership shall be dissolved upon any of the following events:

(i) The withdrawal or adjudication of bankruptcy of the General Partner unless the General Partner shall have designated a successor general partner as provided in Section 8.1, or the occurrence of any other event causing dissolution of a Limited Partnership under applicable state law. However, if, within ninety (90) days from the withdrawal or adjudication of bankruptcy of the General Partner without a successor general partner having been designated, if the other Partners (excluding any Limited Partners who are also General Partners) elect to continue the Partnership, then: (a) the Partnership will not be dissolved and it will continue under this Agreement; and (b) the remaining Limited Partners will, elect one (1) or more new General Partners (and the Agreement and certificate will be amended); and (c) the Partnership Interests of the former General Partner will be converted into Limited Partnership Interests, and such former General Partner (or its trustees in bankruptcy, successors or assigns, or other personal or legal representatives) will be Limited Partner.

(ii) Whenever the General Partner and those of the Limited Partners holding a majority of the Partnership Interests of all Limited Partners agree in writing that it be dissolved.

14.2 Dissolution. Upon its dissolution, the Partnership will terminate and immediately commence to wind up its affairs. The Partners shall continue to share in profits and losses during liquidation in the same manner and proportions as they did before dissolution. The proceeds from liquidation of Partnership assets shall be applied as follows: (i) First, all of the Partnership's debts and liabilities to persons other than Partners shall be paid and discharged in the order of priority as provided by law; (ii) Second, all debts and liabilities to Partners shall be paid and discharged in the order of priority as provided by law; (iii) Third, all remaining assets shall be distributed to the Partners in accordance with the respective capital account balances.

14.3 Gain or Loss. Any gain or loss on the disposition of Partnership properties in the process of liquidation shall be credited or charged to the Partners in proportion to their Partnership Interests; provided, however, that gain or loss with respect to property contributed to the Partnership by a partner shall be shared among the Partners so as to take account of any variation between the basis of the property so contributed and its fair market value at the time of contribution, in accordance with any applicable federal income tax laws. Any property distributed in kind in the liquidation shall be valued and treated as though it were sold and the cash proceeds distributed. The difference between the value of property distributed in kind and its book value shall be treated as a gain or loss on the sale of property, and shall be credited or charged to the Partners accordingly.

14.4 Winding-Up. The winding-up of Partnership affairs and the liquidation and distribution of its assets shall be conducted by the General Partner, who is hereby authorized to do any and all acts and things authorized by law in order to effect such liquidation and distribution of the Partnership's assets.

SECTION 15. MISCELLANEOUS

15.1 Notices. Notices required or permitted under this Agreement shall be given and served either by personal delivery to the party to whom it is directed, or by registered or certified mail, postage and charges prepaid, or by electronic mail and if it is sent to a Partner, addressed with his, her, or its address (including e-mail address) as it appears on the records of the Partnership. Any notice is deemed given on the date on which it is personally or electronically delivered, or, if mailed, on the date it is deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as required in this section. Any Partner may change his, her, or its address for all purposes of this Agreement by giving notice in writing, stating his, her, or its new address to the General Partner. Such a change of address will be effective fifteen (15) days after the notice is received by the General Partner.

15.2 Non-Waiver. Any Partner's failure to seek redress for violation of or to insist upon the strict performance of any provision of this Agreement will not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

15.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is invalid for any reason whatsoever, its invalidity will not affect the validity of the remainder of the Agreement.

15.4 Good Faith. The doing of any act or the failure to do any act by a Partner or the Partnership, the effect of which causes any loss or damage to the Partnership, will not subject such Partner or the Partnership to any liability, if done pursuant to advice of the Partnership's legal counsel or in good faith to promote the Partnership's best interests.

15.5 Arbitration. Prior to the commencement of any civil action concerning any dispute arising under this Agreement, the General Partner may require that such dispute first be submitted to final and binding arbitration under the rules of the American Arbitration Association ("AAA") where such issue shall be heard and determined by a panel of three (3) arbitrators, and the decision of such arbitrators shall be final and binding upon the parties. In the event that the General Partner shall require such arbitration and either party fails to participate in the selection of the arbitrators within thirty (30) days from the date of the initiation of the arbitration proceedings, then the arbitration proceedings shall proceed before the single arbitrator selected by the other party. The arbitrators' award resulting from arbitration under this provision may be confirmed and entered as a final judgment in any court of competent jurisdiction and enforced accordingly. Further, the parties expressly agree that the General Partner's requirement to proceed to arbitration and obtain an award thereunder shall be a condition precedent to the bringing or maintaining of any action in any court with respect to any other dispute arising under this Agreement, except for the institution of a civil action to maintain the status quo during the pendency of any arbitration proceeding. The venue of any actions under this Agreement, including arbitration, direct judicial proceedings or

judicial proceedings to enforce an arbitration award, shall be in Palm Beach County, Florida, unless otherwise mutually agreed by the parties.

15.6 Governing Law. This Agreement is to be construed according to the laws of the State of Florida.

15.7 Cumulative Rights. The rights and remedies provided in this Agreement are cumulative and the use of any right or remedy does not limit a Partner's right to use any or all other remedies. All rights and remedies in this Agreement are in addition to any other legal rights the Partners may have.

15.8 Other Activities. Every Partner may also engage in whatever activities he, she, or it chooses without having or incurring any obligation to offer any interest in such activities to any other partner.

15.9 Confidentiality. No Partner may, without the General Partner's express written consent divulge to others any information not already known to the public pertinent to the properties, activities, relationships, or operations of the Partnership, whether before or after the Partnerships, dissolution.

15.10 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. All counterparts shall be construed together and shall constitute one (1) agreement.

15.11 Waiver of Partition, Partnership Interests Personal Property. Each Partner waives during the term of the Partnership any right that he, she, or it may have to maintain any action for partition with respect to the Partnership's property or assets. The Partnership Interests of each Partner are personal property.

15.12 Binding Terms. The terms of this Agreement are binding upon and inure to the benefit of the Partners and, to the extent permitted by this Agreement, their heirs, executors, administrators, legal representatives, successors and assigns.

15.13 Gender and Number. Unless the context requires otherwise, the use of a masculine pronoun includes the feminine and the neuter, and vice versa, and the use of the singular includes the plural, and vice versa.

SECTION 16. INDEMNIFICATION AND LIMITATIONS ON GENERAL PARTNER'S LIABILITY

16.1 To the extent Florida law will permit, a General Partner who succeeds another:

- (i) will be responsible only for the property and records delivered by or otherwise acquired from the preceding General Partner; and

- (ii) may accept as correct the preceding General Partner's records without duty to audit the records or to inquire further into the predecessor's administration and without liability for a predecessor's errors and omissions.
- 16.2 No General Partner will be liable for any act or omission except those resulting from gross negligence, fraud, bad faith, or willful misconduct.
- 16.3 A General Partner will not have liability for loss of income from or depreciation in the value of the property that was retained in the form that the General Partner received it.
- 16.4 The General Partner is entitled to all indemnification authorized by Florida law.
- 16.5 The General Partner owes no fiduciary duty to the Partnership or to any Partner. The General Partner does owe a duty of loyalty and a duty of care to the Partnership.
- 16.6 The Partnership will indemnify the General Partner and his partners, employees, and agents. This indemnification includes direct and indirect costs and reasonable attorneys' fees and expenses, which will be satisfied from Partnership assets only. The indemnity will be from any loss, damage, claim or liability incurred by any one or more of them because of any act (other than an act of gross negligence, fraud, misconduct, or bad faith) performed by the General Partner: (i) on the Partnership's behalf; or (ii) in furthering the Partnership purposes.
- 16.7 The Partnership may purchase insurance to minimize all or part of any indemnification risk.
- 16.8 For purposes of this section, the term "General Partner" also refers to the General Partner's heirs, administrators, executors, successors, and assigns.

THIS RESTATED AND AMENDED PARTNERSHIP AGREEMENT dated the
28th day of February, 2004;

WITNESSETH:

WHEREAS, Michael Levine is currently the General Partner of LEMTAG Associates, LLLP, a Florida limited liability limited partnership (the "Partnership"); and

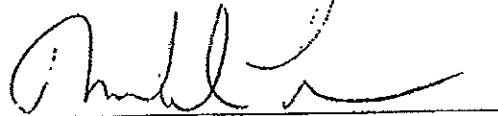
WHEREAS, pursuant to the Partnership Agreement of LEMTAG Associates, LLLP (the "Partnership Agreement"), the General Partner is authorized, pursuant to Section 12, to amend the Partnership Agreement except with respect to certain specific items set forth in Section 12; and

WHEREAS, the General Partner wishes to amend the Partnership Agreement;

NOW, THEREFORE, the General Partner hereby restates and amends the Partnership Agreement as printed above.

IN WITNESS WHEREOF, the undersigned has executed these amendments to the LEMTAG Partnership Agreement on the 28th day of February, 2004.

GENERAL PARTNER,


Michael Levine

February 28, 2004

Lemtag Associates LLLP
16858 River Birch Circle
Delray Beach, FL 33445

Madams and Messrs:

We are hereby providing you with notice of our resignation as the General Partner of Lemtag Associates LLLP (the "Partnership"), effective immediately. Simultaneously with our resignation, in accordance with Section 8.1 of the Restated and Amended Partnership Agreement of Lemtag Associates LLLP (the "Partnership Agreement"), we hereby designate Michael Levine as our successor General Partner of the Partnership, which such designation shall also be effective immediately.

In connection with the foregoing resignation and General Partner successor designation, the following changes in Partnership Interests shall be immediately effectuated:

1. The ~~16.170%~~ ^{16.197} of General Partnership Interest in the Company of Abner Levine and Mildred Levine, Trustees under agreement dated 5/30/91 shall be converted into a 16.170% Limited Partnership Interest in the Company; and
2. 1% of Michael Levine's ~~7.023%~~ ^{7.368} Limited Partnership Interest in the Company shall be converted into a General Partner Interest in the Company.

Accordingly, Schedule A of the Partnership Agreement shall be replaced with the revised Schedule A attached to this letter.

This notice is being provided pursuant to Section 8.1 of the Partnership Agreement.

Very truly yours,

ABNER LEVINE and
MILDRED LEVINE, Trustees
Under agreement dated 5/30/91

By: Abner Levine
Abner Levine, Trustee

Mildred Levine
Mildred Levine, Trustee

AGREED TO AND ACKNOWLEDGED:

Michael Levine
Michael Levine

cc: Each of the Partners set forth on
the attached Service List

113624_1

FVI

BERNARD L. MADOFF
INVESTMENT SECURITIES LLC
New York □ London

885 Third Avenue
New York, NY 10022
(212) 230-2424
800 334-1343
Fax (212) 838-4061

LEMTAG ASSOCIATES

16858 RIVER BIRCH CIRCLE
DELRAY BEACH FL 33445

Affiliated with
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12 Berkeley Street
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Tel 020 7493 6222

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11/30/08

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YOUR WATER BIRTHDAY NUMBER
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DATE	BOUGHT RECEIVED OR LONG	SOLD DELIVERED OR SHORT	TICKER	DESCRIPTION	PRICE OR SYMBOL	AMOUNT DEBITED TO YOUR ACCOUNT	AMOUNT CREDITED TO YOUR ACCOUNT
				BALANCE FORWARD		1,055,557.17	
11/06	2,160		10896	APPLE INC	108.230	237,106.80	
11/06	3,840		11131	ABBOTT LABORATORIES	53.690	211,698.60	
11/06	2,640		11366	AMGEN INC	60.350	159,429.00	
11/06	1,920		11601	BREING CO	51.120	98,226.40	
11/06	1,760		11836	BANK OF AMERICA	23.340	298,022.20	
11/06	1,440		12871	BAXTER INTERNATIONAL INC	60.660	87,321.00	
11/06	2,880		12306	BANK OF NEW YORK MELLON CORP	32.290	93,110.20	
11/06	4,800		12541	BRISTOL MYERS SQUIBB COMPANY	20.610	99,120.30	
11/06	3,600		12776	BRISTOL MYERS SQUIBB COMPANY	20.610	99,120.30	
11/06	3,600		13011	CITICORP INC	15.530	113,976.00	
11/06	7,200		13246	COMCAST CORP	15.790	113,976.00	
11/06	3,600		13481	GLAXO	51.120	186,453.60	
11/06	14,640		13716	CISCO SYSTEMS INC	17.520	257,077.80	
11/06	3,600		13951	CVS CAREMARK CORP	30.510	109,980.00	
11/06	5,040		14186	CHEVRON CORP	72.740	371,850.60	
11/06	4,800		14421	THE WALT DISNEY CO	24.760	119,040.00	
11/06	25,760		14656	GENERAL ELECTRIC CO	19.600	504,355.00	
11/06	480		14891	GOOGLE	356.520	171,148.60	
11/06	960		15126	GOLDMAN SACHS GROUP INC	91.870	88,233.20	
11/06	4,320		15361	HUNTER DOWNEY INC	23.300	100,828.80	
11/06	6,000		15596	HEWLETT-PACKARD CO	38.810	236,100.00	
11/06	3,360		15831	INTERNATIONAL BUSINESS MACHS	92.800	311,942.00	
				CONTINUED ON PAGE 2			

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BERNARD L. MADOFF
INVESTMENT SECURITIES LLC
New York □ London

885 Third Avenue
New York, NY 10022
(212) 230-2424
800 334-1343
Fax (212) 838-4061

Affiliated with
Madoff Securities International Limited
12 Berkeley Street
Mayfair, London W1J 8DT
Tel 020 7493 6222

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DATE	BOUGHT RECEIVED OR LONG	SELL DELIVERED OR SHORT	TRN	DESCRIPTION	PRICE OR YIELD	AMOUNT DEBITED TO YOUR ACCOUNT	AMOUNT CREDIT TO YOUR ACCOUNT
11/06	13,680		16066	INTEL CORP	16.070	220,384.50	
11/06	6,960		16301	JOHNSON & JOHNSON	63.310	426,995.60	
11/06	9,120		16556	J.P. MORGAN CHASE & CO	58.210	533,463.20	
11/06	3,640		16771	KRAFT FOOD INC	29.110	111,935.40	
11/06	4,800		17006	COCA COLA CO	44.490	213,744.00	
11/06	2,880		17241	MCDONALDS CORP	57.900	166,867.00	
11/06	2,880		17476	RED BULL INC	58.310	136,297.80	
11/06	1,660		17731	3M COMPANY	85.590	106,698.20	
11/06	5,040		17946	ALTRIA GROUP INC	19.160	96,767.40	
11/06	5,280		18181	MERCK & CO	30.780	162,729.40	
11/06	10,640		18216	MORGAN STERIL CORP	29.340	314,483.40	
11/06	9,840		18651	BRACEL CORPORATION	18.110	178,595.40	
11/06	2,160		19356	OCCIDENTAL PETROLEUM CORP	54.290	117,352.40	
11/06	3,840		19591	PEPSICO INC	57	219,033.00	
11/06	1,760		19826	PFIZER INC	17.690	293,883.40	
11/06	7,440		20061	PRUDENTIAL FINANCIAL	64.570	480,697.80	
11/06	5,280		20296	PHILLIP MORRIS INTERNATIONAL	42.730	225,825.40	
11/06	4,080		20531	QUALCOMM INC	37.810	154,427.80	
11/06	2,880		20766	SCHLUMBERGER LTD	51.760	149,183.80	
11/06	1,460		21001	AT&T INC	26.980	389,088.00	
11/06	8,880		21236	TIME WARNER INC	10.060	89,687.80	
11/06	2,400		21471	UNITED PARCEL SVC INC	52.790	126,792.00	
11/06	4,320		21706	CLASS B	29.550	127,828.00	
11/06	2,400		21941	U.S. BANCORP	54.920	131,904.00	
				UNITED TECHNOLOGIES CORP			
				CONTINUED ON PAGE 3			

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INVESTMENT SECURITIES LLC
New York □ London

885 Third Avenue
New York, NY 10022
(212) 230-2424
800 334-1343
Fax (212) 838-4061

LENTAG ASSOCIATES

16858 RIVER BIRCH CIRCLE
DELRAY BEACH FL 33445

Affiliated with
Madoff Securities International Limited
12 Berkeley Street
Mayfair, London W1J 8DT
Tel 020 7493 6222

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11/30/08

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3

CUSTOMER NUMBER
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YOUR PAY INTERESTED PARTY'S ACCOUNT
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DATE	BOUGHT RECEIVED OR LONG	DELIVERED OR SHORT	TIN	DESCRIPTION	PRICE OR YIELD	AMOUNT DEBITED TO YOUR ACCOUNT	AMOUNT CREDITED TO YOUR ACCOUNT
11/06	6,960		22176	VERIZON COMMUNICATIONS	29.980	208,938.80	
11/06	8,169		22411	WELLS FARGO & CO NEW	33.660	274,991.60	
11/06	5,520		22646	WAL MART STORES INC	56.560	312,443.20	
11/06	12,960		22881	EXXON MOBIL CORP	73.680	955,410.80	
11/06				FIDELITY SPARTAN	DIV		
11/06	26,915		10661	U S TREASURY MONEY MARKET DUE 11/05/08	1	26,915.00	
11/06				FIDELITY SPARTAN			
11/06				U S TREASURY MONEY MARKET			
11/06				FIDELITY SPARTAN			
11/06				U S TREASURY MONEY MARKET			
11/06				U S TREASURY BILL	99.989		
11/06				DUE 12/11/2008			
11/06				12/11/2008			
11/06				U S TREASURY BILL	99.932		
11/06				DUE 12/18/2008			
11/06				12/18/2008			
11/06				U S TREASURY BILL	99.960		
11/06				DUE 01/08/2009			
11/06				1/08/2009			
11/06				U S TREASURY BILL	99.946		
11/06				DUE 01/15/2009			
11/06				1/15/2009			
11/06				U S TREASURY BILL	99.934		
11/06				DUE 01/22/2009			
11/06				1/22/2009			
				CONTINUED ON PAGE 4			

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800 334-1343
Fax (212) 838-4061

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Madoff Securities International Limited
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DATE	BOUGHT RECEIVED OR LONG	SAID DELIVERED OR SHORT	TEN	DESCRIPTION	PRICE OR SYMBOL	AMOUNT DEBITED TO YOUR ACCOUNT	AMOUNT CREDITED TO YOUR ACCOUNT
11/06		3,000,000	49473	U S TREASURY BILL DUE 01/29/2009	99.928		2,997,84
11/06		1,925,000	49690	U S TREASURY BILL DUE 2/12/2009	99.902		1,923,11
11/06	1,725,000		49911	U S TREASURY BILL DUE 03/26/2009	99.802	1,721,584.50	
11/06	1,725,000		50140	U S TREASURY BILL DUE 4/02/2009	99.751	1,720,704.75	
11/06	1,725,000		50369	U S TREASURY BILL DUE 04/09/2009	99.726	1,720,273.50	
11/07	1,494		23417	APPLE INC	108.880	162,606.20	
11/07	2,656		23652	ABBOTT LABORATORIES	56.590	350,409.04	
11/07	1,826		23887	AMGEN INC	62.070	113,412.82	
11/07	1,928		24122	BOEING CO	59.640	114,286.92	
11/07	8,466		24357	BANK OF AMERICA	23.720	201,151.52	
11/07	996		24592	BAXTER INTERNATIONAL INC	61.740	61,532.04	
11/07	1,826		24823	BANK OF NEW YORK MELLON CORP	34.210	62,540.46	
11/07	3,520		25062	BRISTOL MYERS SQUIBB COMPANY	21.020	69,918.40	
11/07	1,162		25297	ANHEUSER-BUSCH COS INC	64.190	74,634.78	
11/07	8,964		25532	CITI GROUP INC	14.410	129,529.24	
				CONTINUED ON PAGE 2			

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INVESTMENT SECURITIES LLC
New York □ London

835 Third Avenue
New York, NY 10022
(212) 230-2424
800 334-1343
Fax (212) 838-4061

LEVIAG ASSOCIATES

16858 RIVER BIRCH CIRCLE
DELRAY BEACH FL 33445

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Madoff Securities International Limited
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DATE	BOUGHT RECEIVED ON	SOLD ON	DESCRIPTION	PRICE OR SYMBOL	AMOUNT DEBITED TO YOUR ACCOUNT	AMOUNT CREDITED TO YOUR ACCOUNT
11/07	4,814		COMCAST CORP	17.390	83,907.46	
11/07	2,490		CL-A	53.060	132,218.40	
11/07	9,794		CONCEPTS	17.580	172,589.52	
11/07	2,324		CISCO SYSTEMS INC	31.720	73,809.28	
11/07	3,486		CVS CAREMARK CORP	75.450	263,157.70	
11/07	3,154		CHEVRON CORP	25.620	80,981.48	
11/07	17,430		THE WALT DISNEY CO	19.810	345,985.50	
11/07	332		GENERAL ELECTRIC CO	349.160	115,934.12	
11/07	664		GOOGLE	89.070	59,168.48	
11/07	2,822		GOLDMAN SACHS GROUP INC	22.780	63,250.56	
11/07	4,150		HOMES DEPOT INC	58.820	161,269.00	
11/07	2,324		HEWLETT PACKARD CO	92.430	214,899.32	
11/07	5,296		INTERNATIONAL BUSINESS MACHS	16	149,107.80	
11/07	4,648		INTEL CORP	61.820	284,324.36	
11/07	6,308		JOHNSON & JOHNSON	48.960	258,627.68	
11/07	2,490		J.P. MORGAN CHASE & CO	29.710	74,076.90	
11/07	3,320		KRAFT FOOD INC	46.580	154,777.60	
11/07	1,826		GECA COLA CO	57.510	105,086.26	
11/07	1,162		MEDTRONICS CORP	41.140	75,194.64	
11/07	3,486		MEDTRONIC INC	64.880	75,436.56	
11/07	3,652		3M COMPANY	19.370	67,662.82	
11/07	15,280		ALTRIA GROUP INC	30.480	111,458.96	
11/07	6,648		ALREX CO	22.940	305,174.28	
11/07			MICROSOFT CORP	18.470	122,905.80	
11/07			ORACLE CORPORATION			
11/07			CONTINUED ON PAGE 6			

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(212) 230-2424
800 334-1343
Fax (212) 838-4061

LENTAG ASSOCIATES

16858 RIVER BIRCH CIRCLE
DELRAY BEACH, FL 33445

Affiliated with
Madoff Securities International Limited
12 Berkeley Street
Mayfair, London W1J 8DT
Tel 020 7493 6222

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DATE	BOUGHT PRICE/QUANTITY	SOLD PRICE/QUANTITY	TRN	DESCRIPTION	PRICE PER SHARE	AMOUNT DEBITED TO YOUR ACCOUNT	AMOUNT CREDITED TO YOUR ACCOUNT
11/07	1,328		31877	OCCIDENTAL PETROLEUM CORP	54.380	72,269.64	
11/07	2,656		32112	PEPSICO INC	58.630	155,821.28	
11/07	15,288		32347	PEPSICO INC	18	265,635.00	
11/07	5,146		32582	PROCTER & GAMBLE CO	65.180	335,621.28	
11/07	3,486		32817	PHILLIP MORRIS INTERNATIONAL	43.640	152,268.84	
11/07	2,822		33052	QUALCOMM INC	37.690	106,473.18	
11/07	1,997		33287	SCHUMACHER LTD	51.730	103,204.84	
11/07	9,628		33527	AT&T INC	28.918	278,730.48	
11/07	5,976		33757	TIME WARNER INC	10.110	60,656.36	
11/07	1,660		33992	UNITED PARCEL SVC INC	53.680	89,174.80	
11/07	2,988		34227	U-S BANCORP	30.790	92,119.52	
11/07	1,660		34462	UNITED TECHNOLOGIES CORP	56	93,026.00	
11/07	4,648		34697	VERIZON COMMUNICATIONS	31.810	148,037.88	
11/07	5,264		34932	WELLS FARGO & CO NEW	34.080	192,512.52	
11/07	5,818		35167	WAL-MART STORES INC	56.736	216,747.14	
11/07	8,798		35402	EXXON MOBIL CORP	75.280	662,664.44	
11/07				FIDELITY SPARTAN	DIV		
11/07				U S TREASURY MONEY MARKET			
11/07				DIV 12/07/08			
11/07	26,915		10899	FIDELITY SPARTAN	1		26,915
11/07	2,125,000		11186	U S TREASURY MONEY MARKET			
11/07				U S TREASURY BILL	99.923		2,128,300
11/07				DOE 02/05/09			
11/07				2/05/2009			
11/07				CONTINUED ON PAGE 7			

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Fax (212) 838-4061

LEMIAG ASSOCIATES

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DATE	BOUGHT RECEIVED OR LONG	SOLD DELIVERED OR SHORT	TRN	DESCRIPTION	PRICE OR SYMBOL	AMOUNT DEBITED TO YOUR ACCOUNT	AMOUNT CREDITED TO YOUR ACCOUNT
11/07		1,850,000	11394	U S TREASURY BILL DUE 02/19/2009	99.887		1,847,90
11/07		1,850,000	11609	U S TREASURY BILL DUE 02/26/2009	99.889		1,847,94
11/07		2,125,000	11825	U S TREASURY BILL DUE 03/05/09	99.866		2,122,00
11/07	225,000		12152	U S TREASURY BILL DUE 04/09/2009	99.720	224,370.00	
11/07	225,000		12372	U S TREASURY BILL DUE 4/16/2009	99.671	224,259.75	
11/07	40,982		12594	FIDELITY SPARTAN U S TREASURY MONEY MARKET	1	40,962.00	
11/10	1,836		35817	APPLE INC	108.720	199,682.92	
11/10	2,264		36112	ABBOTT LABORATORIES	57.910	130,620.24	
11/10	2,244		36347	AMGEN INC	59.620	133,876.28	
11/10	1,632		36582	BOEING CO	52.190	85,239.08	
11/10	10,608		36817	BANK OF AMERICA	24.059	255,546.40	
11/10	1,428		37052	BAXTER INTERNATIONAL INC	80.710	86,836.56	
11/10	2,448		37287	BANK OF NEW YORK MELLON CORP	33.480	82,056.04	
11/10	4,284		37522	BRISTOL MYERS SQUIBB COMPANY	21.310	91,463.04	
				CONTINUED ON PAGE 8			

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Mayfair, London W1J 8DT
Tel 020 7493 6222

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15858 RIVER BIRCH CIRCLE
DELRAY BEACH FL 33445

PERIOD ENDING
11/30/08

YOUR ACCOUNT NUMBER
1-CM214-3-0

CONTRACT IDENTIFICATION NUMBER
*******9942**

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DATE	BOUGHT PRICE (USD) OR LONG	SOLO DELIVERED OR SHORT	TIN	DESCRIPTION	PRICE OR SYMBOL	AMOUNT DEBITED TO YOUR ACCOUNT	AMOUNT CREDITED TO YOUR ACCOUNT
11/10	1,428		37757	ANHEUSER BUSCH CDS INC	64-090	91,577.52	
11/10	11,628		37992	CITI GROUP INC	14-270	166,398.56	
11/10	6,126		38277	COMCAST CORP	17-410	106,798.20	
11/10	3,264		38462	CONGOCOPHILIPS	54-130	176,810.32	
11/10	12,444		38697	CISCO SYSTEMS INC	18-080	225,484.52	
11/10	3,058		38932	CVS CAREMARK CORP	31-500	95,960.00	
11/10	4,468		39167	CHEVRON CORP	76-410	343,107.88	
11/10	3,876		39402	THE WALT DISNEY CO	25-660	99,613.16	
11/10	22,236		39637	GENERAL ELECTRIC CO	20-530	457,394.08	
11/10	203		39833	GOOG	563-530	148,356.64	
11/10	1,026		40167	GOODMAN SACHS GROUP INC	92-680	94,513.60	
11/10	3,672		40342	HOME DEPOT INC	23-030	84,712.16	
11/10	5,304		40517	HEWLETT PACKARD CO	37-290	197,998.15	
11/10	2,856		40812	INTERNATIONAL BUSINESS MACHS	92-060	264,776.96	
11/10	12,036		41047	INTEL CORP	13-880	191,612.68	
11/10	5,916		41282	JOHNSON & JOHNSON	61-320	363,005.12	
11/10	1,752		41517	J.P. MORGAN CHASE & CO	41-730	323,800.96	
11/10	3,264		41752	KRAFT FOOD INC	30-100	98,336.40	
11/10	4,284		41987	COCA COLA CO	45-580	195,095.00	
11/10	2,448		42222	WEDDINALDS CORP	57-230	140,196.04	
11/10	2,448		42457	MEDTRONIC INC	40-300	98,751.40	
11/10	4,428		42697	3M COMPANY	64-690	92,436.32	
11/10	4,284		42927	ALREDA GROUP INC	18-890	81,095.76	
11/10	4,488		43162	MERCK & CO	30-510	137,107.88	
				CONTINUED ON PAGE 9			

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MADE
BERNARD L. MADOFF
INVESTMENT SECURITIES LLC
New York □ London

885 Third Avenue
New York, NY 10022
(212) 230-2424
800 334-1343
Fax (212) 838-4061

LENTAS ASSOCIATES

16858 RIVER BIRCH CIRCLE
DELRAY BEACH FL 33445

Affiliated with
Madoff Securities International Limited
12 Berkeley Street
Mayfair, London W1J 8DT
Tel 020 7493 6222

PERIOD ENDING: 11/30/08
PAGE: 9
YOUR ACCOUNT NUMBER: 1-CN214-3-0
YOUR ACCOUNT IDENTIFICATION NUMBER: *****9942

DATE	BOUGHT RECEIVED ON DATE	SOLO DEMAND OR DATE	YRN	DESCRIPTION	PRICE OR SYMBOL	AMOUNT DEBITED TO YOUR ACCOUNT	AMOUNT CREDITED TO YOUR ACCOUNT
11/10	16,524		43397	MICROSOFT CORP	23.200	384,016.80	
11/10	8,364		43632	ORACLE CORPORATION	18.600	155,904.40	
11/10	1,836		44337	COCA-COLA PETROLEUM CORP	56.050	102,907.36	
11/10	3,264		44572	PEPSICO INC	57.550	187,973.28	
11/10	14,484		44807	PFIZER INC	17.960	260,711.64	
11/10	6,324		45042	PROCTER & GAMBLE CO	65.230	412,766.52	
11/10	4,284		45210	PARCEL P. MERRIS INTERNATIONAL	44.030	188,795.52	
11/10	3,488		45512	QUALCOMM INC	57.510	129,529.08	
11/10	12,652		45747	SCHLUMBERGER LTD	50.500	134,032.00	
11/10	12,648		45982	AT&T INC	28.580	361,984.84	
11/10	7,344		46217	PINE WARMER INC	11.010	81,150.44	
11/10	2,040		48452	UNITED PARCEL SVC INC	54.420	111,097.80	
11/10	3,672		46687	CLASS B	31.510	115,850.72	
11/10	2,040		46922	U-S-BANCORP	56.430	115,598.20	
11/10	6,120		47157	UNITED TECHNOLOGIES CORP	32	196,084.00	
11/10	6,936		47392	VERIZON COMMUNICATIONS	34.600	240,262.60	
11/10	4,692		47627	WELLS FARGO & CO NEW	55.710	261,578.32	
11/10	11,016		47862	MAL-MART STORES INC	75.890	835,452.80	
11/10				EXXON MOBIL CORP	DIV		
11/10				FIDELITY SPARTAN			
11/10				U S TREASURY MONEY MARKET			
11/10				DIV 11/10/08			
11/10	40,962		12829	FIDELITY SPARTAN			40,962
11/10	2,200,000		13059	U S TREASURY MONEY-MARKET			
11/10				U S TREASURY BILL	99.875		
11/10				DIV 3/12/2009			
11/10				CONTINUED ON PAGE 10			2,197,206

BERNARD L. MADOFF
INVESTMENT SECURITIES LLC
New York □ London

885 Third Avenue
New York, NY 10022
(212) 230-2424
800 334-1343
Fax (212) 838-4061

LENIAG ASSOCIATES

16858 RIVER BIRCH CIRCLE
DELRAY BEACH FL 33445

Affiliated with
Madoff Securities International Limited
12 Berkeley Street
Mayfair, London W1J 8DT
Tel 020 7493 6222

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11/30/08

1-CN214-3-0
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DATE	BOUGHT ACQUISITION PRICE	SOLD OR DIVIDENDS NOT	IPN	DESCRIPTION	PRICE OR SYMBOL	AMOUNT DEBITED TO YOUR ACCOUNT	AMOUNT CREDITED TO YOUR ACCOUNT
11/10		1,950,000	13216	U S TREASURY BILL DUE 03/19/2009	99-867		1,947,40
11/10		1,125,000	13435	U S TREASURY BILL DUE 03/26/2009	99-834		1,122,13
11/10		1,125,000	13637	U S TREASURY BILL DUE 4/02/2009	99-710		1,121,03
11/10		1,950,000	13841	U S TREASURY BILL DUE 04/09/2009	99-742		1,944,93
11/10		225,000	14072	U S TREASURY BILL DUE 4/16/2009	99-686		224,29
11/10	25,000		14294	U S TREASURY BILL DUE 4/16/2009	99-686	24,921.50	
11/10	15,405		14521	FIDELITY SPARTAN U S TREASURY MONEY MARKET	1	15,405.00	
11/18	275,000	4,270	49264	ANHEUSER BUSCH COS INC	70		298,990
11/18			49501	U S TREASURY BILL DUE 4/16/2009	99-830	274,532.50	
11/18	24,367		49737	FIDELITY SPARTAN U S TREASURY MONEY MARKET	1	24,367.00	
				CONTINUED ON PAGE 11			

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BERNARD L. MADOFF
INVESTMENT SECURITIES LLC
New York □ London

385 Third Avenue
New York, NY 10022
(212) 230-2424
800 334-1343
Fax (212) 838-4061

Affiliated with
Madoff Securities International Limited
12 Berkeley Street
Mayfair, London W1J 8DT
Tel 020 7493 6222

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16858 RIVER BIRCH CIRCLE
DELRAY BEACH FL 33445

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DATE	BOUGHT RECEIVED OR LONG	SOLD DELIVERED OR SHORT	TERMIN	DESCRIPTION	PRICE OR SYMBOL	AMOUNT DEBITED TO YOUR ACCOUNT	AMOUNT CREDITED TO YOUR ACCOUNT
11/19				FIDELITY SPARTAN U S TREASURY MONEY MARKET	DIV		
11/19				DIV 11/19/08 CHECK WIRE	1		2,000.00
11/19		39,772	50311	FIDELITY SPARTAN U S TREASURY MONEY MARKET	99.926	3,972,983.50	39,777
11/19	2,725,000		54950	U S TREASURY BILL DUE 03/26/2009	1		
11/19				FIDELITY SPARTAN U S TREASURY MONEY MARKET	1	21,692.00	
11/19	21,692		59352	U S TREASURY MONEY MARKET	99.926	1,998,720.00	
11/19	2,000,000		63658	U S TREASURY BILL DUE 03/26/2009	1		
11/19				FIDELITY SPARTAN U S TREASURY MONEY MARKET	1	1,480.00	
11/19	1,480		63659	U S TREASURY MONEY MARKET	99.962		4,723.20
11/20		4,725,000	63713	U S TREASURY BILL DUE 03/26/2009	99.947	4,722,495.75	
11/20	4,725,000		63951	U S TREASURY BILL DUE 4/16/2009	1		
11/20				FIDELITY SPARTAN U S TREASURY MONEY MARKET	1	108.00	
11/20	108		64190	U S TREASURY MONEY MARKET	85.070	101,875.79	
11/25	1,197		64431	APPLE INC			
				CONTINUED ON PAGE 12			

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BERNARD L. MADOFF
INVESTMENT SECURITIES LLC
New York □ London

885 Third Avenue
New York, NY 10022
(212) 230-2424
800 334-1343
Fax (212) 838-4061

LEWING ASSOCIATES

16858 RIVER BIRCH CIRCLE
DELRAY BEACH FL 33445

Affiliated with
Madoff Securities International Limited
12 Berkeley Street
Mayfair, London W1J 8DT
Tel 020 7493 6222

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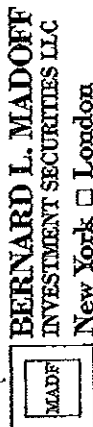
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11/25	2,660		70381	CGCA COLA CO	42.040	111,932.40	
11/25	1,463		76619	MCDONALDS CORP	55	80,523.00	
11/25	3,596		70857	MEDTRONIC INC	30.360	108,219.80	
11/25	931		71095	3M COMPANY	58.280	54,295.68	
11/25	2,793		71333	ALTRIA GROUP INC	16.250	45,497.25	
11/25	2,926		71571	MERCK & CO	25	73,267.00	
11/25	10,540		71809	MICROSOFT CORP	18.100	193,009.00	
11/25	5,320		72523	ORACLE CORPORATION	16.050	85,598.00	
11/25	1,197		72761	OCCIDENTAL PETROLEUM CORP	44.570	53,397.29	
11/25	2,128		72999	PEPSICO INC	51.800	110,315.40	
11/25	8,177		73237	DEERE & CO	15.320	140,958.64	
11/25	3,990		73475	PROCTER & GAMBLE CO	61.940	247,299.60	
11/25	2,793		73713	PHILLIP MORRIS INTERNATIONAL	36.380	101,720.34	
11/25	2,261		73951	QUALCOMM INC	29.850	67,580.85	
11/25	1,596		74189	SCHLUMBERGER LTD	46.270	73,909.92	
11/25	7,980		74427	XILIT INC	25	199,819.00	
11/25	4,921		74665	TIME WARNER INC	8.010	39,613.21	
11/25	1,330		74903	UNITED PARCEL SVC INC	50.760	67,563.80	
11/25	2,394		75141	U S BANCORP	23.400	56,114.60	
11/25	1,330		75379	UNITED TECHNOLOGIES CORP	44.890	59,756.70	
11/25	3,857		75617	VERIZON COMMUNICATIONS	26.570	102,634.49	
11/25	5,107		75892	WELLS FARGO & CO NEW	23.820	120,761.34	
11/25	3,059		76093	WAL-MART STORES INC	51.450	157,507.55	
11/25	1,862		76331	WYETH	33	61,520.00	
11/25				CONTINUED ON PAGE 14			

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BERNARD L. MADOFF
INVESTMENT SECURITIES LLC
New York ☐ London

885 Third Avenue
New York, NY 10022
(212) 230-2424
800 334-1343
Fax (212) 838-4061

LENTAG ASSOCIATES

16858 RIVER BIRCH CIRCLE
DELRAY BEACH FL 33445

Affiliated with
Madoff Securities International Limited
12 Berkeley Street
Mayfair, London W1J 8DT
Tel 020 7493 6222

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DATE	BOUGHT RECEIVED	SOLO CREDITED	TRN	DESCRIPTION	PRICE OR SYMBOL	AMOUNT DEBITED TO YOUR ACCOUNT	AMOUNT CREDITED TO YOUR ACCOUNT
11/25	7,182		76569	EXXON MOBIL CORP	72	517,391.00	
11/25				FIDELITY SPARTAN	DIY		
11/25		23,880	77140	U.S. TREASURY MONEY MARKET	1		23,880
11/25		5,025,000	77400	U.S. TREASURY BOND DUE 4/16/2009	99.873		5,018,860
11/25	39,250		77698	FIDELITY SPARTAN	1	39,250.00	
				U.S. TREASURY MONEY MARKET			
				NEW BALANCE		3,973,431.22	
				SECURITY POSITIONS	NET PRICE		
	44,856			AT&T INC	28.560		
	11,888			ABBOTT LABORATORIES	52.390		
	15,603			ALTRIA GROUP INC	16.080		
	8,773			AMGEN INC	55.540		
	6,687			APPLE INC	92.670		
	38,337			BANK OF AMERICA	16.250		
	8,750			BANK OF NEW YORK MELLON CORP	30.210		
	4,662			BAKER INTERNATIONAL INC	52.900		
	4,880			BOEING CO	42.630		
	15,064			BRISTOL MYERS SQUIBB COMPANY	20.700		
				CONTINUED ON PAGE 15			

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BERNARD L. MADOFF
INVESTMENT SECURITIES LLC
New York □ London

885 Third Avenue
New York, NY 10022
(212) 230-2424
800 334-1343
Fax (212) 838-4061

LEMTAG ASSOCIATES

16858 RIVER BIRCH CIRCLE
DELRAY BEACH, FL 33445

Affiliated with
Madoff Securities International Limited
12 Berkeley Street
Mayfair, London W1J 8DT
Tel 020 7493 6222

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DATE	BOUGHT RECEIPTS/ISSUING	SOLD COVERED OR SHORT	DRN	DESCRIPTION	PRICE OR SYMBOL	AMOUNT DEBITED TO YOUR ACCOUNT	AMOUNT CREDITED TO YOUR ACCOUNT
	10,979			CYS CAREMARK CORP.	28.930		
	15,807			CHEVRON CORP.	79.010		
	44,858			CISSCO SYSTEMS INC	10.540		
	41,746			CITI GROUP INC	8.290		
	15,064			COCA COLA CO	46.870		
	665			COLGATE PALMOLIVE CO	65.070		
	21,991			COMCAST CORP	17.340		
				CL A			
	11,722			CONOCOPHILIPS	52.520		
	14,327			THE WALT DISNEY CO	22.520		
	931			EXELON CORP	56.210		
	39,956			EXXON MOBIL CORP	80.150		
	79,976			GENERAL ELECTRIC CO	17.170		
	2,644			SELDMAN SACHS GROUP INC	78.990		
	1,486			GOOGLE	292.960		
	18,779			HENLETT PACKARD CO	35.280		
	13,075			HOME DEPOT INC	23.110		
	42,726			INTEL CORP	13.800		
	10,402			INTERNATIONAL BUSINESS MACHS	81.600		
	26,234			J.P. MORGAN CHASE & CO	31.660		
	21,381			JOHNSON & JOHNSON	58.580		
	11,589			KRAFT FOOD INC	27.210		
	8,617			MCDONALD'S CORP	58.750		
	8,750			MEDTRONIC INC	36.520		
	16,346			MERCK & CO	26.720		
				CONTINUED ON PAGE 16			

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**885 Third Avenue
New York, NY 10022
(212) 230-2424
800 334-1343
Fax (212) 838-4061**

BERNARD L. MADOFF
INVESTMENT SECURITIES LLC
New York □ London

LENTAG ASSOCIATES

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DATE	BOUGHT RECEIVED OR LONG	COED RECEIVED OR SHORT	TRN	DESCRIPTION	PRICE OR SYMBOL	AMOUNT DEBITED TO YOUR ACCOUNT	AMOUNT CREDITED TO YOUR ACCOUNT
59,884				MICROSOFT CORP	20.220		
6,521				OCCIDENTAL PETROLEUM CORP	54.140		
38,164				BRACER CORPORATION	16.890		
11,888				PEPSICO INC	56.700		
51,509				PFIZER INC	16.430		
15,843				PHILLIP MORRIS INTERNATIONAL	42.160		
22,908				PROCTER & GAMBLE CO	64.350		
12,651				QUALCOMM INC	33.570		
9,120				SCHLUMBERGER LTD	50.740		
39,250				FIDELITY SPARTAN	1		
5,201				U.S. TREASURY MONEY MARKET	66.930		
27,121				3M COMPANY	9.050		
13,374				TIME WARNER INC	26.980		
7,430				U.S. BANCORP	57.680		
7,430				UNITED PARCEL SVC INC			
				CLASS B			
7,430				UNITED TECHNOLOGIES CORP	48.530		
21,585				VERIZON COMMUNICATIONS	32.620		
17,089				WAL-MART STORES INC	55.880		
25,927				WELLS FARGO-2 CO NEW	28.890		
1,862				WYETH	36.010		
				MARKET VALUE OF SECURITIES			
				LONG			
				31,803,579.75			

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INVESTMENT SECURITIES LLC
New York □ London

885 Third Avenue
New York, NY 10022
(212) 230-2424
800 334-1343
Fax (212) 838-4061

LENTIAG ASSOCIATES

16858 RIVER BIRCH CIRCLE
DELRAY BEACH FL 33445

Affiliated with
Madoff Securities International Limited
12 Berkeley Street
Mayfair, London W1J 8DT
Tel 020 7493 6226

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DATE	BOUGHT RECEIVED OR LONG	SAID DELIVERED OR SHORT	STOCK TURN	DESCRIPTION	PRICE OR \$/SHO	AMOUNT DEBITED TO YOUR ACCOUNT	AMOUNT CREDITED TO YOUR ACCOUNT
11/06				BALANCE FORWARD			1,055,55
11/06	240	240	18886	S & P 100 INDEX NOVEMBER 470 CALL	20.300		486,96
11/06	240		19121	S & P 100 INDEX NOVEMBER 460 PUT	20.500	492,240.00	
11/07		166	31407	S & P 100 INDEX NOVEMBER 470 CALL	22		36510
11/07	166		31642	S & P 100 INDEX NOVEMBER 450 PUT	13.800	229,246.00	
11/08		204	43867	S & P 100 INDEX NOVEMBER 485 CALL	12.400		252,38
11/10	204		44102	S & P 100 INDEX NOVEMBER 475 PUT	16.800	342,924.00	
11/10		610	30079	S & P 100 INDEX DECEMBER 430 CALL	28		1,365,38
11/19	610		30317	S & P 100 INDEX DECEMBER 420 PUT	30	1,830,610.00	
11/19	606		30525	S & P 100 INDEX NOVEMBER 470 CALL	11.500	61,306.00	
11/19	204		30793	S & P 100 INDEX NOVEMBER 485 CALL	-900	18,564.00	
11/19		405	31031	S & P 100 INDEX NOVEMBER 460 PUT	45		1,825,75
11/19		204	31269	S & P 100 INDEX NOVEMBER 475 PUT	59		1,203,13
				CONTINUED ON PAGE 2			

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BERNARD L. MADOFF
INVESTMENT SECURITIES LLC
New York ☐ London

835 Third Avenue
New York, NY 10022
(212) 230-2424
800 334-1343
Fax (212) 838-4061

LENTAG ASSOCIATES

16858 RIVER BIRCH CIRCLE
DELRAY BEACH, FL 33445

Affiliated with
Madoff Securities International Limited
12 Berkeley Square
Mayfair, London W1J 8JF
Tel 020 7493 6622

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DATE	BOUGHT SPECIFIED PERSONS	SOLD SPECIFIED PERSONS	TRN	DESCRIPTION	PRICE OF STOCK	AMOUNT DEBITED TO YOUR ACCOUNT	AMOUNT CREDITED TO YOUR ACCOUNT
11/25			133	72047			
				S & P 100 INDEX	34		452,06
				DECEMBER 380 CALL			
11/25	133		12285		21	219,633.00	
				S & P 100 INDEX			
				DECEMBER 370 PUT			
				NEW BALANCE			
				SECURITY POSITIONS			
			610				
				S & P 100 INDEX			
				DECEMBER 430 CALL			
			610				
				S & P 100 INDEX			
				DECEMBER 380 CALL			
				S & P 100 INDEX			
				DECEMBER 420 PUT			
			153				
				S & P 100 INDEX			
				DECEMBER 370 PUT			
				MARKET VALUE OF SECURITIES			
				LONG			
				SHORT			
				1,967,473.30		27,252,900.00	

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